

Terms of Use for Atris software

Latest update: July 2024 (v 1.2)

The “Atris” service is offered to the User (You) by your Healthcare Provider (hospital xxx) using software (hereinafter “Atris”) which is purchased by your Healthcare Provider from Peercode, the manufacturer, located at Oudenhof 4c in Geldermalsen and registered with the Chamber of Commerce under number 17118539. The healthcare provider enters into agreements with Peercode to, among other things, outsource the processing of your personal data to Peercode in accordance with the GDPR. This is explained in more detail in the [privacy statement](#).

The following conditions are attached to the use of Atris, by using Atris you agree to this. These terms and conditions are addressed to the User of Atris and arise from the terms and conditions that are attached to the Care Provider by Peercode. It is possible that your Healthcare Provider attaches additional conditions to this; if this is the case, these will be communicated by your Healthcare Provider.

Atris is a software platform that allows patients to take measurements that are relevant to their health, illness and/or recovery. Users perform checks themselves (for example, measure their blood pressure, weight or heart rate), answer questions about their well-being and receive explanations and coaching from the Caregiver. It is possible for the Healthcare Provider to set so-called triggers if measurements fall outside a certain bandwidth. In that case, the Atris software provides a notification or notifications to the User and/or Caregiver. This can be configured in Atris.

To use Atris, ensure you have an internet connection, suitable equipment for installation (as specified in the app stores), and optional health measurement devices such as:

- Accelerometer for physical activity (PAM- sensor)
- Polar H10
- Garmin HRM-DUAL
- Fitbit Charge 5

Furthermore, it is important that notifications sent by Atris are allowed on your telephone. Atris uses the clinical data input of sensory devices. Atris has been tested for functional compatibility with these sensory devices. The selection of sensory devices, the validity of the clinical data and the clinical relevance of the data will be checked by the patient's healthcare provider, who will also define the trigger settings.

Atris is not intended to diagnose, recommend treatment options, or measure itself as a software tool. Using this app is not a substitute for medical advice or treatment. This app is not intended to record the side effects of medical treatments. Atris uses validated measuring instruments to measure health parameters. The minimum age for use is 18 years old. In the event of a temporary failure of the application, it may happen that temporarily measured health data is not synchronized and/or is not communicated with the healthcare provider.

If you have questions about personal care issues, illness or welfare questions, you should contact your healthcare provider. If you have any questions about the use of Atris, you can ask the manufacturer via medicaldevices@peercode.nl.

Peercode fully excludes its liability for damage and/or injury as a result of using Atris. The user may terminate the use of the app at any given time. By continuing to use the Atris software, you are agreeing to the terms of use set forth above.

The following general rules of use apply to both Care Provider and User, whereby the conditions mentioned are mainly based on the correct instruction of User and are a subset of separately agreed general conditions between Care Provider and Peercode. Peercode imposes these rules of use on the Healthcare Provider, whereby the Healthcare Provider in turn imposes this on the User. This is a collaboration between Peercode and Caregiver, whereby Peercode assists the Caregiver to act adequately in the event of violation of the rules of use by the User.

It is expressly prohibited (whether lawful or not) to distribute through the Atris any materials that:

- contain malicious content (such as malware or other malicious software);
- infringe any rights of third parties (such as Intellectual Property Rights), or are manifestly libelous, defamatory, abusive, discriminatory or hateful;
- contain information about or can be helpful in violating the rights of third parties, such as hacking tools or explanations about computer crime that is intended to encourage the reader to commit criminal behavior and not to defend himself against it;
- result in a violation of the privacy of third parties, including but not limited to the distribution of personal data of third parties without permission or necessity;
- contain hyperlinks, torrents or references to (locations of) materials that infringe copyrights or other Intellectual Property Rights;
- contains pornography, child pornography, bestiality pornography or animations thereof or is apparently intended to help others find such Materials; or
- for the User to make the service available to third parties.

If the Care Provider finds that the User violates the rules of use or receives a complaint about this, the Care Provider will act on this in the form of relevant warnings and/or sanctions. Peercode will assist the Caregiver in collecting evidence and supplying the necessary information so that the Caregiver can act adequately.

If Peercode finds that the rules of use are being violated, or receives a complaint about this, it will warn Caregiver. The care provider will act on this in the manner mentioned above. If this does not lead to an acceptable solution, Peercode itself may intervene to end the violation. In urgent or severe cases Peercode can intervene without warning.

If, in the opinion of Peercode, hindrance, damage or any other danger arises for the functioning of the computer systems or the network of Peercode or third parties and/or the services via the internet, in particular due to excessively frequent calls to Atris, excessive sending of e-mail or other data, (distributed) denial-of-service attacks, Trojans and comparable software, Peercode is entitled to take all measures it reasonably deems necessary to avert or prevent this danger.

All rights, including copyrights and other intellectual property rights vested in Atris and shall remain vested in Peercode or its licensors. The User is offered Atris as a patient by the Healthcare Provider, whereby Healthcare Provider has a non-exclusive and non-transferable right of use provided by Peercode for the duration of the Agreement in order to be able to use the Service in accordance with these terms and conditions. The User's use of Atris must be in line with this. User follows instructions from Healthcare Provider regarding the use of Atris, in case of doubt, User contacts Healthcare Provider.

The User can consult the app and the information contained therein and make copies of the displayed information for your own personal use, for example by printing it (screenshots) or taking screen shots. Any other use of the app or the information contained therein, such as for example the storage or reproduction of all or part of the app in an external website or the creation of links, hyperlinks or deep links between the app and another website is prohibited without Peercode's express written permission.

Peercode can take (technical) measures to protect Atris. If Peercode has taken such security measures, the User is not allowed to circumvent or remove this security.

If the User sends information to Peercode, for example feedback about an error or a suggestion for improvement, the User grants Peercode an unlimited and perpetual right of use to use this information for Atris. The foregoing does not apply to information that the User expressly marks as confidential.

Peercode has the right to change or supplement these conditions. Peercode will announce the change or addition by e-mail to the Healthcare Provider before it takes effect, it is up to the Healthcare Provider to inform the User if relevant.

If any provision of the terms and conditions is null and void or is nullified, the other provisions of the terms and conditions will remain in full force. The parties will replace the void or voided provisions with new provisions, taking into account the purpose and purport of the void or voided provision as much as possible.



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